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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Hogan & Hartson, Columbia Square, 555 13th St., N.W. Washington, D.C. 20004	2. Registration No. 2244
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3. Name of foreign principal Volga-Dnepr J.S. Cargo Airline	4. Principal address of foreign principal 14 Karbysheva STR 432062, Ulyanovsk, Russia
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5. Indicate whether your foreign principal is one of the following type:

☐ Foreign government

☐ Foreign political party

☒ Foreign or ☐ domestic organization: If either, check one of the following:

☐ Partnership

☐ Committee

☐ Corporation

☐ Voluntary group

☐ Association

☒ Other (specify) Joint Stock Company

☐ Individual—State his nationality _____

6. If the foreign principal is a foreign government, state:

N/A

a) Branch or agency represented by the registrant.

b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state:

N/A

a) Principal address

b) Name and title of official with whom registrant deals.

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

Cargo Air Carrier

b) Is this foreign principal

Owned by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐

Directed by a foreign government, foreign political party, or other foreign principal..... Yes ☒ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐

Financed by a foreign government, foreign political party, or other foreign principal..... Yes ☒ No ☐

Subsidized in whole by a foreign government, foreign political party, or other foreign principal..... Yes ☒ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal..... Yes ☒ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

Volga-Dnepr J.S. Cargo Airline ("Volga-Dnepr") is a Russian joint stock company that is owned and controlled by Russian corporate and governmental entities. Volga-Dnepr is primarily owned and controlled by Aviastar Joint Stock Company (49%); Military Transport Aviation (5%) and Motor Sich Enterprise (16%).

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

Date of Exhibit A
December 17, 1993

Name and Title
E. Tazewell Ellett, Partner

Signature

E. Tazewell Ellett

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Name of Registrant	Name of Foreign Principal
Hogan & Hartson	Volga-Dnepr J.S. Cargo Airline

Check Appropriate Boxes:

- ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
- ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The registrant will represent the principal through meetings and oral and written communications with federal government agencies in a position to impact government policies affecting the foreign principal in connection with, but not limited to, current legislative and regulatory developments affecting the foreign principal.

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

(See answer to question #4)

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The registrant's activities on behalf of the foreign principal occasionally may include communications with Executive Branch officials and with officials of U.S. Government agencies that may affect or relate to the interests of the foreign principal, including without limitation, U.S. laws, regulations, and foreign policies relating to the business of Aviastar Joint Stock Company and Volga-Dnepr J.S. Cargo Airline.

Date of Exhibit B
December 17, 1993

Name and Title
E. Tazewell, Ellett, Partner

Signature

E. Tazewell Ellett

¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

HOGAN & HARTSON

COLUMBIA SQUARE
555 THIRTEENTH STREET NW
WASHINGTON DC 20004-1109
(202) 637-5600

BRUSSELS
LONDON
PARIS
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WARSAW

BALTIMORE, MD
BETHESDA, MD
McLEAN, VA

January 11, 1993

Mr. Alexey I. Isaikin
Chairman of the Board
Volga-Dnepr J.S. Cargo Airline
Karbysheva - 14
432062 Ulyanovsk
RUSSIA

Dear Mr. Isaikin:

Since we now have several projects underway for Volga-Dnepr J.S. Cargo Airline ("Volga-Dnepr"), I thought it would be a good idea to prepare a revised "master" retainer letter to cover these and future projects for which Hogan & Hartson is retained by Volga-Dnepr. I plan to cover in this "master" retainer letter the general provisions relating to our representation and to cover in separate Annexes provisions which supplement the "Master" letter and pertain only to specific matters.

Our customary practice is to confirm, by letter, the terms of our representation of a client, and this letter is intended to serve that purpose. This letter contains a number of standard provisions designed to ensure that we fulfill our obligations under the Code of Professional Ethics adopted by the District of Columbia Court of Appeals.

Volga-Dnepr has engaged us to provide professional services to the company in connection with representing the company's interests in the United States. In particular, the company has retained us to provide professional services in regard to the specific projects described in the various Annexes to this letter signed by both Hogan & Hartson and Volga-Dnepr. The provisions of this "Master" retainer letter shall apply to all matters described in the Annexes. Provisions supplementing those in this letter and pertaining to a specific project only will be covered in the Annex pertaining to that project.

HOGAN & HARTSON

Mr Alexey I. Isaikin
January 11, 1993
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The professional services described in the attached Annexes shall hereinafter be referred to collectively as "the Project." In the event that Volga-Dnepr requests Hogan & Hartson to perform additional services beyond the scope of the Project at any given time, the arrangements regarding those services will be covered by the addition of another Annex signed by Hogan & Hartson and Volga-Dnepr covering those services.

The terms of the engagement are set forth below.

Volga-Dnepr is our client for specific matters on which it engages us, and we shall not be deemed to represent its parent, subsidiary, or affiliated corporations (if any) unless Volga-Dnepr advises us that such entities are directly involved in or affected by our representation of Volga-Dnepr.

The Hogan & Hartson attorney having primary responsibility for any particular matter will be identified in the Annex covering that matter. I will have overall responsibility for ensuring that Volga-Dnepr's needs are met by Hogan & Hartson. If at any time you have any questions or concerns about our handling of any matter and are having difficulty reaching the attorney with primary responsibility for the matter, please contact me at once at 202/637-8644. With regard to any matters we handle for Volga-Dnepr, we will assume that you are interested in the delivery of first-rate professional services at the most economical rate. For this reason, I plan to follow my routine practice of utilizing associates or paraprofessionals for any work which I believe does not require my attention or the attention of another partner, with a partner who is an expert in the particular area supervising all the work which is done. This will assure Volga-Dnepr of the most economical rates consistent with the highest quality representation and service, and I am committed to providing that to you.

In order for Hogan & Hartson to represent Volga-Dnepr adequately, it is essential that we be fully informed, on an ongoing basis, of Volga-Dnepr's activities and plans. For that reason, would you please send me on an ongoing basis any available background information on Volga-Dnepr and its projects, and copies of all correspondence relating to any matters we are handling for Volga-Dnepr.

As I am sure you can appreciate, Hogan & Hartson represents, and in the future will represent, other clients that are, or might be, competitors of Volga-Dnepr or, are, or may be, involved in transactions or have other contacts with Volga-Dnepr and/or its affiliates. We understand that Volga-Dnepr consents to the firm's continued and future representation of such other

HOGAN & HARTSON

Mr Alexey I. Isaikin
January 11, 1993
Page 3

clients without the need for any further consents from Volga-Dnepr when there is no direct conflict, such as where there is no direct relationship between such representation of other clients and the matters the firm is handling for Volga-Dnepr, or where matters the firm is handling for Volga-Dnepr or other clients involve legislative or policy issues or administrative rulemaking unrelated to the representation of the other client.

While the foregoing reflects our normal terms of representation, I would be most interested in discussing the matter further with you if you have any questions or concerns. If you have any questions about the foregoing, please give me a call at 202/637-8644 or send me a telefax at FAX No.: 202/637-5910. If you have no questions and these terms are acceptable to you, you may simply sign, date, and return the enclosed extra copy of this letter for our file.

Hogan & Hartson is very pleased that you have retained us to provide this representation. We look forward to working with Volga-Dnepr for our mutual benefit. I personally look forward to working with you, and I strongly encourage you to keep me apprised of ways in which we can assist Volga-Dnepr.

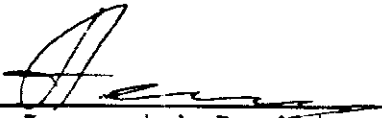
Sincerely,

HOGAN & HARTSON

E. Tazewell Ellett

By: E. Tazewell Ellett

VOLGA-DNEPR J. S. CARGO AIRLINE

By: 
Alexey Ivanovich Isaikin
Chairman of the Board

Date: 11.01.93

3301E

Enclosure

ANNEX 4

GOVERNMENT AFFAIRS REPRESENTATION

The Project

Volga-Dnepr has retained Hogan & Hartson, in accordance with the Master Retainer Letter, to perform the following services:

1. Providing government affairs lobbying and regulatory representation, on an as-requested basis, on other than aviation regulatory matters (which are covered under Annex 2), before United States government agencies, with such representation to include, without limitation, assistance as requested in the following areas:
 - a. Visa support.
 - b. Counseling and representation in matters relating to export-import, foreign assets control, and trading-with-the-enemy regulation and enforcement.
 - c. Counseling and representation in matters relating to hazardous materials transportation regulation and enforcement.
2. Providing government affairs and lobbying representation, on an as-requested basis, before the United States Congress.

Note: If we are hired to lobby U.S. government agencies or the U.S. Congress on policy matters, we would likely have to register as a lobbyist for Volga-Dnepr under the Foreign Agents Registration Act.

Hogan & Hartson Staffing of the Project

Mr. Ellett will have primary responsibility for the Project. Hogan & Hartson also plans on using the services of Aviation Group and Government Affairs Group lawyers, lobbyists, and paraprofessionals on an as-needed basis.

We plan to follow our routine practice of utilizing associates or paraprofessionals for any work which we believe does not require the attention of a partner, with a partner who is an expert in the particular area supervising

HOGAN & HARTSON

all the work which is done. This will assure Volga-Dnepr of the most economical rates consistent with the highest quality representation and service, and we are committed to providing that to you.

Fee Arrangement for the Project

We will provide our services on an hourly basis at our standard rates for attorneys' and professionals' time, with such adjustments as we believe are called for under the circumstances. As is customary for firms like ours, we normally treat our hourly rates as guidelines and do not always multiply the time by the hourly rate to determine the proper fee. Thus, on occasion, our billing may be somewhat higher or lower than our standard hourly rates.

Our standard hourly rates range from \$95 an hour for junior associates to \$195 an hour for our most senior associates. My hourly rate currently is \$290 an hour. Our rates are periodically revised, usually annually, and usually with changes effective January 1. We will bill Volga-Dnepr for fees and other charges monthly, normally about the third or fourth week of the month, for services performed during the previous month. We will provide you with a detailed description of services rendered and other charges incurred on your behalf. If in connection with this representation major other charges are incurred, we may forward statements regarding such other charges directly to you for payment. All statements for fees and/or other charges are due and payable no later than the last day of the month following the month in which the invoice is sent, by wire transfer to Hogan & Hartson's account at American Security Bank in Washington, D.C.

If at any point any payment becomes more than one week overdue, Hogan & Hartson will be authorized to cease work on the Project until all overdue payments are received (without prejudice to any other remedies available to it).

Hogan & Hartson shall include the following information in each of the monthly invoices: (1) the number of hours worked by each lawyer or paraprofessional during the last completed month; and (b) a description of the work performed during the last completed month.

As I have mentioned to you, it is our custom when undertaking representation of a client on a new matter to require an advance retainer and to require monies to be maintained in the client's account to cover projected fees and other charges for the next billing period. However, since the U.S.\$20,000 retainer fee and required balance called for under Annex 3 is intended to cover both the project described in Annex 3 and the project described in this Annex 4,

no additional advance retainer fee or required balance will be necessary under this Annex 4. Instead, on an ongoing basis the U.S.\$20,000 retainer fee and minimum balance will first be applied to cover fees and related charges on the Annex 3 project, and any remaining balance will then be applied to cover fees and related charges on this Annex 4 project. One monthly invoice will be prepared to cover both projects.

Dispute Resolution

The Master Retainer Letter and this Annex shall be construed in accordance with English law, and all conflicts and disputes in connection with either the Master Retainer Letter or this Annex shall be settled in accordance with English law. Any disputes which the parties are unable to resolve within a reasonable period of time may be referred to binding arbitration by either party. Any such arbitration shall be carried out by a single arbitrator designated by the parties, or if they are unable to agree, by a single arbitrator appointed by the Swedish Committee of the International Chamber of Commerce in Stockholm in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law.

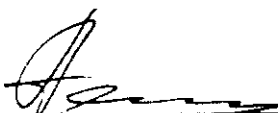
The parties to this agreement may, at any time, and due to any reason, terminate this contract upon one month prior written notice.

Effective Date


This Annex shall be deemed to have gone into effect as of the date of Hogan & Hartson's receipt of the U.S.\$20,000 payment described in the section entitled "Fee Arrangement for the Project" in Annex 3 (Commercial Representation).

The parties by their signatures below express their intention to be bound by the terms of the Master retainer letter and this Annex 4 (Government Affairs Representation).

VOLGA-DNEPR J.S. CARGO AIRLINE HOGAN & HARTSON

By: 
Alexey Ivanovich Isaikin
Chairman of the Board

Date: 4 October 1993

By: 
E. Tazewell Ellett
Partner

Date: September 9, 1993